



Wilton Fire Fighters

Local No. 2233 • P.O. Box 791 • Wilton, CT 06897

Chief Jim Blanchfield
Wilton Fire Department
236 Danbury Road
Wilton, CT 06897

January 31st, 2023

Chief Blanchfield,

Local 2233 is filing this grievance following a violation of the Agreement between the Town of Wilton and Local 2233—International Association of Fire Fighters AFL-CIO dated July 1, 2022-June 30, 2025 (the "CBA"). The specific provision of the CBA is found in Article 7 of the CBA, as Deputy Fire Marshal Plank is being constructively discharged without just cause on the pretext of enforcing the terms of the Retirement Plan. The Plan discriminates on the basis of age in violation of Connecticut state law and federal law.

Article 7 states: "No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter, except for just cause."

Nothing in this grievance is in lieu of or constitutes a waiver of state and federal statutory rights and remedies available to Deputy Fire Marshal Plank as a result of the Town's age discriminatory policies and practices.

Local 2233 is available to discuss this issue and anticipate a timely and amicable resolution. Please contact me as to a date to meet or to answer any questions you may have about this issue.

Sincerely,
Gary Mandel

President
Local 2233, IAFF

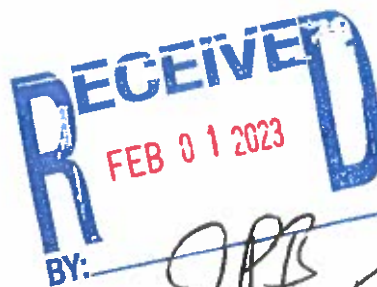
Received

Chief Jim Blanchfield, WFD
(initial and date)

2/1/2023

Witnessed

Vice-President Mike Blatchley,
L2233 (on behalf of President
Gary Mandel)
(initial and date)





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The relevant provisions of the Plan are found in section 3 of Article IV, including but not limited to, 3(2), 3(3) and 4(3)(a). The violation involves the Town’s application and interpretation of the early retirement and actuarial reduction language.

Nothing in this grievance is in lieu of or constitutes a waiver of state and federal statutory rights and remedies available to Deputy Fire Marshal Plank as a result of the Town’s age discriminatory policies and practices.

Local 2233 is available to discuss this issue and anticipate a timely and amicable resolution. Please contact me as to a date to meet or to answer any questions you may have about this issue.

Sincerely,
Gary Mandel

President
Local 2233, IAFF

Received

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(initial and date)

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Vice-President Mike Blatchley
L2233 (on behalf of President
Gary Mandel)
(initial and date)

WILTON FIRE DEPARTMENT

236 Danbury Road
Wilton, Connecticut 06897
(203) 834-6246 Administration
(203) 834-6249 Fire Marshal

February 11, 2023

Gary Mandel, President
Local 2233
IAFF
Wilton, CT 06897

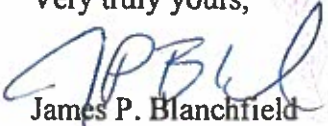
Re: 02.01.23 Grievance – Kevin Plank – Article 7 CBA

Dear President Mandel:

I have reviewed Local 2233's grievance dated January 31, 2023 and received February 1, 2023 (attached), regarding Kevin Plank and an alleged violation of Article 7 of the Agreement between the Town of Wilton and Wilton Firefighters, Local 2233 (the "CBA").

After this review, and after meeting with you and the Local on February 7, 2023 to discuss the merits of the grievance, I am respectfully DENYING the grievance.

Very truly yours,



James P. Blanchfield
Fire Chief
Wilton Fire Department

JPB/

Cc: Sarah Taffel, Human Resources Director
Matthew Knickerbocker, Town Administrator

WILTON FIRE DEPARTMENT

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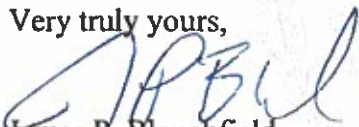
Re: 02.01.23 Grievance – Kevin Plank – Article 12 CBA

Dear President Mandel:

I have reviewed Local 2233's grievance dated January 31, 2023 and received February 1, 2023 (attached), regarding Kevin Plank and an alleged violation of Article 12 of the Agreement between the Town of Wilton and Wilton Firefighters, Local 2233 (the "CBA").

After this review, and after meeting with you and the Local on February 7, 2023 to discuss the merits of the grievance, I am respectfully DENYING the grievance.

Very truly yours,


James P. Blanchfield
Fire Chief
Wilton Fire Department

JPB/

Cc: Sarah Taffel, Human Resources Director
Matthew Knickerbocker, Town Administrator

Taffel, Sarah

From: Gary Mandel <garymandel67@gmail.com>
Sent: Thursday, February 16, 2023 9:23 AM
To: Vanderslice, Lynne; Cole, Joshua; Healy, Kimberley; Nabulsi, Basam; Tartell, Ross
Cc: Knickerbocker, Matthew; Taffel, Sarah; Blanchfield, Jim; Blatchley Michael; edwards john; Noah Fouad
Subject: Class Grievances --Second Step
Attachments: Response re Union Pension Grievance (00230037xBC171).docx

CAUTION: This email came from outside the Town network. Is it authentic? Don't click until you are sure.

Dear Town of Wilton Board of Selectwomen and Selectmen,

First and most importantly, we hope all is well with you and your families.

On behalf of Local 2233, we respectfully submit the attached grievances for your consideration.

The grievances were submitted to Chief Blanchfield pursuant to step 1 of the grievance procedure in accordance with and as provided in the CBA. The grievances were not resolved in step 1.

Accordingly, we are presenting the grievances to you pursuant to step 2 as provided in the CBA.

We look forward to working with you to find a positive resolution to these grievances that impact a Class of members and is an important and significant matter to the Local.

We are available to meet with you and/or otherwise discuss the grievances.

Sincerely,

Gary Mandel
President
IAFF Local 2233

Michael Blatchley
Vice-President
IAFF Local 2233

John Edwards
Treasurer
IAFF Local 2233

Noah Fouad
Secretary
IAFF Local 2233

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John Edwards
Treasurer
IAFF Local 2233

Noah Fouad
Secretary
IAFF Local 2233

February 16, 2023

Board of Selectmen
Town of Wilton

Dear Board of Selectmen,

This is in response to the denial of Local 2233's grievance regarding alleged violations of the Agreement between the Town of Wilton and Wilton Firefighters, Local 2233 (the "CBA").

Pursuant to Article 6(A)(1) of the CBA, Local 2233 submitted two grievances (impacting members as a Class) in writing to Chief Blanchfield on January 31, 2023, alleging violations of Article 7 (Disciplinary Action) and Article 12 (Insurance and Pensions) of the Agreement. Pursuant to Article 6(A)(1), on February 7, 2023, Treasurer Edwards and myself met with Chief Blanchfield to discuss the substance of the grievances. Human Resources Director, Sarah Taffel, and Town Manager, Matt Knickerbocker, were also present for the meeting. On February 11, 2023, Chief Blanchfield denied both grievances in writing. Given that both grievances were not resolved to the satisfaction of the Union, pursuant to Article (6)(A)(2), the Union is presenting the grievances to the Board of Selectman.

The Town of Wilton's Retirement Plan and related policies regarding mandatory retirement and the resulting forced early retirement penalty impacts members hired by the Town over the age 40. Mr. Plank's situation is an example of the disparate treatment facing older members. For example, the Town has forced Mr. Plank from employment while extracting a 73% reduction in his retirement benefit. While the Town may have a mandatory retirement age, it may not predicate that retirement on a retirement plan that always results in the older worker receiving the lowest benefit. The effect of Plank's separation is equivalent to a constructive discharge. The CBA requires just cause for termination and the only "cause" is Plank's age. While "pension status" has been accepted as a reason to determine the legality of a benefit plan, that defense cannot result in the oldest worker always receiving the most economically unfavorable treatment.

The calculation of Plank's benefit is based on an actuarial table designed to maximize the age penalty suffered by the employee. At the same time, the Town uses a different and outdated mortality table to determine its funding obligations. This further exacerbates the injury suffered by Plank, again based solely on his age.

These events suggest an intentional and knowing policy of the Town to discriminate against older workers solely because of age. As a result of these systemic-wide policies, the situation of Mr. Plank's constructive discharge will be of a repetitive nature as several of the members were hired over the age of 40.

The appropriate remedy in this case would be to modify the Retirement Plan to permit members to receive an unreduced service-retirement benefit with no actuarial penalty for the forced early retirement after his or her 10-year vesting period.

Local 2233 remains available to discuss this issue and anticipates a timely and amicable resolution.

Sincerely,
Gary Mandel

President
Local 2233, IAFF